



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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July 6, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 TO AFFILIATION AGREEMENT
WITH DOWNEY UNIFIED SCHOOL DISTRICT
(4th District) (3Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreement No. H-210801 with Downey Unified School District (Exhibit I), to extend the term of the existing agreement, effective retroactively from July 1, 2004 through June 30, 2005, with provisions for automatic renewal on a yearly basis through June 30, 2009, for the continued provision of educational and vocational services at Rancho Los Amigos National Rehabilitative Center and to add required standard contract provisions to the agreements. There is no monetary payment between the parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The recommended action will permit the Downey Unified School District (Downey USD) to continue to provide needed educational and vocational services to patients at Rancho Los Amigos National Rehabilitation Center (Rancho) at no direct cost to the County of Los Angeles (County). The current agreement with Downey USD expired June 30, 2004.

Retroactive approval is required to cover services provided by Downey USD since June 30, 2004.

FISCAL IMPACT/FINANCING:

There is no monetary payment between the parties. The County provides space and space support to Downey USD in exchange for educational and vocational services to Rancho patients. Downey USD continues to utilize 6,172 square feet at an estimated value of \$9,752 per month. There is no increase in the estimated value or square footage that Downey USD has utilized since July 13, 1999.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Board approved the most recent agreement with Downey USD for educational and vocational services effective July 13, 1999 through June 30, 2004. In exchange for these educational services, the County provided Downey USD with space at Rancho Pediatric Building #5357.

Downey USD provides educational services as well as a lunch meal program to Rancho patients ages three years old through twenty-one years of age. This program serves approximately 50-60 students per month.

The recommended action is consistent with the County's goal to improve the well-being of children and families through enhancement of the educational/work force readiness of the residents of Los Angeles County.

The amendment includes the latest Board mandated contract provisions such as HIPAA, Child Support Compliance Program, and Safely Surrendered Baby Law. The contract provision for Compliance with the County's Jury Service Program is not applicable because there is no payment for these instructional School Districts educational services for Rancho patients.

Attachment A provides additional information.

County Counsel has approved the amendment (Exhibit I) as to use and form.

CONTRACTING PROCESS:

These services were not advertised on the Los Angeles County Online Web site as they are provided to the County in exchange for utilization of County space.

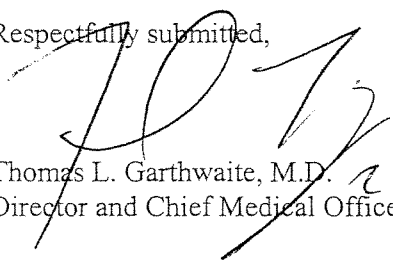
IMPACT ON CURRENT SERVICES PROVIDED:

Approval of the recommended Amendment No. 1 will allow for the on-going provision of educational and vocational services to Rancho's handicapped patients.

The Honorable Board of Supervisors
July 6, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gh

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

bdltrdowusd:dbc

SUMMARY OF AGREEMENT

1. PROGRAM DESCRIPTION:

Provision of educational and vocational services to handicapped patients at Rancho Los Amigos National Rehabilitation Center (RLANRC) by credentialed teachers of Downey Unified School District.

2. AFFILIATES NAMES AND ADDRESSES:

Downey Unified School District
P.O. Box 7017
11627 Brookshire Avenue
Downey, California 90241
Attention: Gary Orsinger, Assistant Superintendent of Administrative Services
Telephone: (562) 904-3524

3. TERM:

The Amendment becomes retroactively effective from July 1, 2004 through June 30, 2005, with provisions for automatic renewal, on a yearly basis, through June 30, 2009, for the continued provision of educational and vocational services at RLANRC unless termination provisions are enforced. The agreement may be cancelled at any time, with or without cause, upon 30 days prior written notice to the other party.

4. FINANCIAL INFORMATION:

There is no monetary payment between the parties. The County contributes space and space support to Downey USD in exchange for the provision of educational and vocational services to Rancho patients.

5. GEOGRAPHIC AREA TO BE SERVED:

4th District.

6. APPROVALS:

RLANRC: Valerie Orange, Acting Chief Executive Officer

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Elizabeth J. Friedman, Senior Deputy

EXHIBIT I

Contract No. H-210801

AGREEMENT FOR REHABILITATIVE AND EDUCATIONAL SERVICES

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

DOWNEY UNIFIED SCHOOL DISTRICT
(hereafter "District").

WHEREAS, reference is made to that certain document entitled
"AGREEMENT FOR REHABILITATIVE AND EDUCATIONAL SERVICES", dated
July 13, 1999, and further identified as County Agreement No.
H-210801; and

WHEREAS, Agreement is slated to expire on June 30, 2004; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective July 1, 2004.

2. The term of Agreement is hereby extended for one (1) year, effective July 1, 2004 through June 30, 2005 and shall be automatically renewed on a yearly basis, and unless sooner terminated shall expire at midnight on June 30, 2009.

3. Paragraph 25, DISTRICT'S OFFICES and Paragraph 26, NOTICES of Agreement shall be re-numbered to Paragraphs 39 and 40 accordingly.

4. Paragraph 11, INDEMNIFICATION, and Paragraph 12 INSURANCE of the Agreement, shall be deleted and replaced to read as follows:

"11. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

County agrees to indemnify, defend, and save harmless District, its agents, officers, and

employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with County's acts or omissions hereunder.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012, Attn: Director, prior to

commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductible or self-insured retentions as they

apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required

insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind

whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

C. Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

D. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed

Operations Aggregate: \$1 million

Personal and Advertising

Injury: \$1 million

Each Occurrence: \$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and

"non-owned vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following.

Each Accident: \$1 million

Disease-policy limit: \$1 million

Disease-each employee: \$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

E. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement

based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and Board approved policies regarding Indemnification and Insurance requirements."

5. Paragraphs 25 through 38 shall be added to body of Agreement as follows:

"25. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act (42 U.S.C. Section 1395 (v) (1) (I) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contract carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor."

"26. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for a highly specialized service for which Contractor may find it necessary to subcontract.

The requirement for use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee would consent to subcontracting, Contractor shall include in all subcontracts the terms of the prime contract with the County of Los Angeles and shall be subject to all

the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Contractor's request to Director or his/her designee(s) for approval of a subcontract shall include:

(1) A description of the services.

(2) Identification of the proposed subcontractor and documented explanation as to the qualifications of the subcontractor and the ability to complete the services as stated and required in the Contract, and to include a description of Contractor's efforts to obtain competitive bids.

(3) Any other information and/or certifications requested by Director or his/her authorized designee.

E. All subcontractors shall be made in the name of the Contractor and shall not bind nor purport to bind County. The making of subcontractors hereunder shall not relieve Contractor of any requirement under the Agreement, including but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee shall not be construed to constitute a determination of the allocability of any cost under the Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors. County shall have no liability or responsibility for any payment or other compensation to any subcontractor."

"27. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, agents, or subcontractors of such Federal, State or local laws, ordinances, rules, regulations, or directives."

"28. TERMINATION OF IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing

the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employees Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts."

"29. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor by an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement."

"30. TERMINATION FOR CONTRACTOR'S DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform the services within the time specified in the Agreement or any extension thereof; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these

two (2) circumstances, does not cure such failure within a period of ten (10) days (or such longer periods as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of sub-contractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, determined by County. Such causes may include, but are not limited to acts of God or the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor of both Contractor and subcontractor, as determined by County, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, as determined by County.

D. If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 31 (Termination for Convenience) below.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition

to any other rights provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean "subcontractor(s) at any tier".

"31. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date and to the extent specified in such Notice of Termination".

"32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County requires

information concerning the performance of Contractor on this or other Agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County or any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed

debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Department shall be provided an opportunity to object to the tentative proposed decision prior to presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, record of the hearing, the proposed decision of any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any sub-contractors of County Contractors."

"33. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

Contractor shall not knowingly permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance."

"34. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information as part of its duties in providing such services to Covered Entity under this Agreement; and

Business Associate acknowledges and understands that Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 (hereafter "Privacy Regulations"); and

Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy Regulations prohibit the

disclosure to or use of Protected Health Information by Business Associate if such an contract is not in place.

Therefore, in consideration of the foregoing, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging of Protected Health Information in any manner outside of Business Associate's internal operations or to other than its employees.

(2) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(3) "Protected Health Information (PHI) " has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future,

payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

(4) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(5) "Services" means all deliverables, goods, tasks,

services and/or other work provided by Business Associate pursuant to this Agreement.

(6) "Use" or "Uses" mean, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(7) Terms used, but not otherwise defined, in this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall have the same meaning as those terms in the Privacy Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Subparagraph(s), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. shall Disclose Protected Health Information

to Covered Entity upon request;

c. may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- 1) Use Protected Health Information; and
- 2) Disclose Protected Health Information if the Disclosure is Required By Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information: Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(3) Reporting Non-Permitted Use or Disclosure: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or

subcontractors, but is not specifically permitted by this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at (213) 240-7908 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report to Covered Entity's Chief Information Privacy Officer, at Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 493; Los Angeles, California 90012, no later than (10) ten business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(5) Availability of Internal Practices, Books and

Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5)

business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: a. the date of the Disclosure; b. the name, and address if known, of the entity or person who received the Protected Health Information; c. a brief description of the Protected Health Information disclosed; and d. a brief statement

of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in a. through d., above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act

of 1996 (HIPAA), shall be the same as the term of this Agreement. Business Associate's obligations under Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this Subparagraph (3), upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Paragraph 34, Contractor's Obligation as a Business Associate Under

the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph 34, Contractor's Obligation

as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(3) Relationship to Services Agreement Provisions:

In the event that a provision of this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is contrary to another provision of this Agreement, the provision of this Paragraph 34 shall control. Otherwise, this Paragraph 34 shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to a section in the Privacy Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such

action as is necessary to amend this Paragraph 34, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations."

"35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of insuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a))] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earning Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil

Procedure section 706.031 and Family Code section 5246 (b)."

"36. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provisions of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default Paragraph of this Agreement [or "Term and Termination" Paragraph of this Agreement, whichever is applicable] and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

"37. NOTICE TO EMPLOYEE REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Fact Sheet is set forth in Attachment I of this Amendment and is also

available on the Internet at www.babysafela.org for printing purposes."

"38. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

4. That this Amendment shall become effective on July 1, 2004.

5. That except for the changes set forth above, Agreement shall not be changed in any other respect by this Amendment.


IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

DOWNEY UNIFIED SCHOOL DISTRICT



By: Gary Orsinger, Ed.D.
Assistant Superintendent,
Administration Services

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3417.gh:05/11/04

SAFELY SURRENDERED BABY LAW

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

**In Los Angeles County:
(877) BABY SAFE
(877) 222-9723
babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.